



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 29, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 July 29, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
SAN BERNARDINO ROAD AT VINCENT AVENUE
TRAFFIC SIGNAL MODIFICATION PROJECT
CITY OF COVINA-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITY OF COVINA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of Covina and the County of Los Angeles to provide financing and delegation of responsibilities for the modification of the existing traffic signal on San Bernardino Road at Vincent Avenue along with other appurtenant work. The project will be administered by the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the San Bernardino Road at Vincent Avenue Traffic Signal Modification project is categorically exempt from the California Environmental Quality Act.
2. Approve the project and instruct the Chairman of the Board to sign the cooperative agreement between the City of Covina and the County to provide financing and delegation of responsibilities for modification of the existing traffic signal on San Bernardino Road at Vincent Avenue, including appurtenant roadway modifications. The total project cost is estimated to be \$273,000 with the City's jurisdictional share estimated to be \$191,000 and the County's jurisdictional share estimated to be \$82,000.

3. Authorize the Director of Public Works or her designee to approve and execute amendments to the agreement to incorporate necessary nonmaterial programmatic and administrative changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain approval of the project and to instruct the Chairman to sign the enclosed cooperative agreement with the City and the County for modification of the existing traffic signal and appurtenant roadway modifications on San Bernardino Road at Vincent Avenue.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Service Delivery (Goal 3). By modifying this traffic signal residents of the City, nearby cities, and unincorporated County communities who travel on San Bernardino Road and Vincent Avenue will benefit with enhanced traffic safety and improved quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$273,000 with the City's share estimated to be \$191,000 and the County's share estimated to be \$82,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The City will finance its jurisdictional share of the project cost by depositing cash in the amount of \$191,000. The necessary funds required to finance the County's share are included in the Fifth Supervisorial District's Road Construction Program in the Road Fund Fiscal Year 2014-15 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provision of Section 6500 et seq. of the Government Code.

The County proposes to administer a City-County cooperative project to modify and upgrade the existing traffic signal and perform appurtenant roadway modifications on San Bernardino Road at Vincent Avenue that is jurisdictionally shared between the City and the County. The cooperative agreement provides for the County to perform the preliminary engineering and administer the construction contract for the project with the City and the County to finance their respective jurisdictional shares of the project costs. The City's actual share will be based upon a final accounting of expenditures after completion of the project. The project is scheduled to begin construction in the spring of 2015 and be completed within 5 months.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2 and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for modification of existing traffic signal systems and maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Modification of the existing traffic signal on San Bernardino Road at Vincent Avenue is needed and is of general County interest. This project will enhance the quality of life for motorists and pedestrians who travel on these streets.

CONCLUSION

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF COVINA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to upgrade the traffic signal at the intersection of San Bernardino Road and Vincent Avenue, which includes upgrading traffic signal poles, signal mast arms, controller and service cabinets, highway safety lighting, replacing vehicle heads, and upgrading vehicle detection (which work is hereinafter referred to as TRAFFIC SIGNALS); installation of signing, striping, and pavement markings at the aforementioned intersection (which work is hereinafter referred to as SIGNING AND STRIPING); and cutting back median noses, removal of pedestrian push button posts on the east and west approaches, construction of left-turn pockets for north and south approaches, and curb ramp reconstruction (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the PRELIMINARY ENGINEERING AND FINAL DESIGN, construction inspection and engineering, materials testing, construction survey, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS (as defined in paragraph 1) c., 1) d., and 1) e., of this AGREEMENT) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY is willing to finance 70 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 30 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective jurisdictional shares of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) b., below; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Seventy-two Thousand Four Hundred and 00/100 Dollars (\$272,400.00) with CITY'S estimated share being One Hundred Ninety-one Thousand and 00/100 Dollars (\$191,000.00) and COUNTY'S estimated share being Eighty One Thousand Four Hundred and 00/100 Dollars (\$81,400.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by depositing One Hundred Ninety-one Thousand and 00/100 Dollars (\$191,000.00) in cash funds to COUNTY; and

WHEREAS, COUNTY is willing to accept the CITY'S deposit toward the CITY'S jurisdictional share of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead,

administration, and depreciation in connection with any or all of the aforementioned items.

- d. **COST OF SIGNING AND STRIPING** as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the SIGNING AND STRIPING including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to complete SIGNING AND STRIPING in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. **COST OF ROADWAY IMPROVEMENTS** as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. **COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN** as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of PRELIMINARY ENGINEERING AND FINAL DESIGN including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. **COST OF PROJECT** as referred to in this AGREEMENT shall mean the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS.
- h. **The COST OF CONSTRUCTION CONTRACT** as referred to in this AGREEMENT shall consist of the total of all payments to the contractor(s) for PROJECT and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

- i. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- j. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance 70 percent of COST OF TRAFFIC SIGNALS, the CITY'S share of COST OF SIGNING AND STRIPING; and the CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY One Hundred Ninety-one Thousand and 00/100 Dollars (\$191,000.00) to finance its estimated share of COST OF PROJECT (CITY'S PAYMENT), the actual amount of which is to be determined by a final accounting pursuant to paragraph 4) b., below. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.

- e. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- f. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S jurisdiction and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN, construction administration, right-of-way acquisition and clearance matters and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, which is to finance 30 percent of COST OF TRAFFIC SIGNALS; the COUNTY'S jurisdictional share of COST OF SIGNING AND STRIPING; and the

COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, together currently estimated to be Eighty One Thousand Four Hundred and 00/100 Dollars (\$81,400.00), the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.

- c. To accept CITY'S PAYMENT in the amount of One Hundred Ninety-one Thousand and 00/100 Dollars (\$191,000.00) to finance the estimated CITY'S share of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to soliciting for construction bids.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, perform construction administration, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To ensure that the construction contract for PROJECT provides CITY with all indemnity provisions granted to COUNTY. If COUNTY requires construction contract to name COUNTY as an insured for the PROJECT, then COUNTY will require CITY be named as well. If there are additional premiums required to include CITY'S name in construction contract, COUNTY shall invoice CITY for the additional costs.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- h. To furnish CITY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial COST OF PROJECT and the actual COST OF PROJECT.
- i. To furnish CITY within one hundred eighty (240) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- j. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40539 between the CITY and COUNTY.
- b. The final accounting of the actual COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. That if at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund difference to CITY without further action by CITY.
- d. That if CITY'S PAYMENT, as set forth in paragraph 4) c., above, is not delivered to COUNTY office described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for

nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Kalieh Honish
Int. Director of Public Works
City of Covina
125 East College Street
Covina, CA 91723-2199

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under

or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or

stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- p. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32054 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF COVINA on MAY 16, 2014, and by the COUNTY OF LOS ANGELES on July 29, 2014.

COUNTY OF LOS ANGELES

By Don Krake
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By Julia Weisner
Deputy

CITY OF COVINA

By [Signature]
City Manager

Date May 16, 2014

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

ADOPTED
BOARD OF SUPERVISORS

#30 JUL 29 2014

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER